

RUSAL AMERICA CORP.

ADDENDUM: ALUMINUM SHAPES GENERAL TERMS AND CONDITIONS.
AN INTEGRAL PART OF OUR SALES CONTRACT

PAYMENT: All payments for material delivered under this order are payable only in US funds. If due date falls on a Saturday or New York banking holiday other than Monday, payment shall be made on the preceding New York banking day. If payment due date falls on a Sunday or Monday bank holiday in New York, payment to be made on the next New York banking day. All terms are from the date of invoice or shipment, whichever is sooner. Buyer's credit shall be subject to Seller's continuing approval. In the event Buyer's credit position, in the opinion of the Seller, is unsatisfactory or becomes impaired, Seller may demand advance payment, satisfactory security or a guarantee of prompt payment. If Buyer refuses to give the payment, security or guarantee demanded, or if Buyer is in default in any payment of if any proceedings, voluntary or involuntary are instituted by or against the Buyer in bankruptcy or insolvency or under any provision of the U.S. Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, Seller may cancel this order, refuse to deliver any undelivered goods and Buyer shall immediately become liable to Seller for the unpaid price of all goods delivered. Seller may charge the Buyer interest at the maximum legal rate of interest on unpaid invoices from the due dates thereof, together with all costs of collection including reasonable attorney's fees. The foregoing rights are without prejudice to any other lawful remedy, including without limitation the right to reclaim any goods received on credit by the Buyers while insolvent.

TITLE AND RISK: Upon delivery of materials to Buyer, all risk of loss, damage, or other incidents of ownership shall immediately pass to Buyer, but title to such materials will be retained by Seller as security for Buyer's performance until payment is received.

DELIVERIES: Delivery schedules are subject to mill conditions. They are estimates only and not guaranteed. Seller reserves the right to ship material in advance of established delivery schedule.

WARRANTY: Seller warrants that all goods sold hereunder will be free from defects in material and workmanship, and will meet the specifications shown on the face hereof. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED BY OPERATIONS OF LAW OR OTHERWISE INCLUDING ANY WARRANTY THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE. Defective material may be returned to Seller after inspection by Seller and upon receipt of definite shipping instructions from Seller. Goods so returned will be replaced or repaired by Seller without charge but Seller shall not be liable for any consequential damages for loss, damage or expense directly or indirectly arising from the use of the material or from any other cause. Seller's liability is expressly limited to the replacement or repair of defective material and not for any machining or work done on or value added to the material or workmanship or for any other cause shall be deemed waived by Buyer unless made in writing within thirty (30) days from the date of the receipt of goods to which such claim relates. No freight will be allowed on any credit.

TAXES: All taxes, royalties and duties imposed or levied on Aluminum in the country of origin shall be for the account of and paid for by Seller. All taxes, royalties and duties imposed or levied on Aluminum in the country of destination shall be for and the account of and paid by the Buyer.

CHANGE OF PRICE: The prices and charges stated herein for the materials and other items covered by the order shall be adjusted to and the materials and other items shall be invoiced at Seller's prices.

NOTICES: All notices shall be made to the addresses of the parties set forth or such subsequent address as any party may subsequently advise the other party in writing.

FORCE MAJEURE: Seller shall not be liable for any failure or delay of performance under this order arising in any way, directly or indirectly, from any action, order or requirement of any local, state, federal, foreign or international governmental agency or instrumentality which would curtail or force cessation of facilities or transportation operations intended for use in producing or shipping this order or which would make such operations economically unfeasible in Seller's opinion, including unavailability of government owned equipment for any reasons and Seller shall not be liable for any failure or delay of performance hereunder due to causes beyond its control including, but not restricted to, acts of God or the public enemy, terrorist acts, floods, fires, earthquakes, hostilities, war (declared or undeclared), acts of either general or particular application of any de jure or de facto government or any of its subdivisions, bureaus or agencies or other instrumentalities, strikes or other labor troubles whether direct or indirect, riots, insurrections, civil commotions, loss or shortage of labor, transportation, raw materials or energy sources, or failure of usual means of supply.

Should a failure or delay in Seller's performance occur because of any of the foregoing, Seller shall have the option of either canceling the order or delaying performance hereunder for any reasonable period of time during which time this Agreement remains in full force and effect. Seller shall promptly notify Buyer as to the reason for its failure or delay in performance and as to whether it has cancelled this order or delayed performance hereunder. If performance is delayed Seller shall also notify Buyer as to the period of time during which the delay is likely to continue. Seller shall have the further right to then allocate its available goods between its own end uses and its customers in such manner as Seller may consider equitable.

For any cause whatsoever, whether beyond Seller's control or not, Seller's liability for failure or delay in performance shall not include incidental and consequential damages.

JURISDICTION: This Agreement (including any confirmation thereof) shall be governed by, construed and enforced under the laws of the State of New York without giving effect to its conflicts of law principles. Both parties submit to the exclusive jurisdiction of any court of competent jurisdiction situated in the Borough of Manhattan, New York (without recourse to arbitration), and to service of process by certified mail, delivered to the party at the address indicated above.

The parties agree that venue properly lies in New York, and waive any claim that an action should be dismissed for lack of personal jurisdiction or transferred to another forum.

ASSIGNMENT: Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder directly or indirectly without the prior written consent of the other party.

ARBITRATION: Any dispute arising out of or in connection with this agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of conciliation and arbitration of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this section. The tribunal shall consist of three arbitrators. The place of arbitration shall be London. The language of the arbitration shall be English. The arbitrator shall give a written record of the award and the reasons therefore.

REMITTANCES: Seller may instruct that remittances shall be sent to a bank or other receiving agency or depository. No receiving agency or depository has authority to settle claims for Seller or to accept payment tendered as payment in full. Therefore, Buyer agrees that notwithstanding any endorsements or other legend appearing on Buyer's checks, drafts or other orders for payment of money, they do not because of such endorsement or legend, or otherwise, constitute payment in full or settlement of account.

CANCELLATION: Seller reserves the right to cancel this order in the event of an uncured breach of any of the terms hereof by the Buyer.

GENERAL TERMS: No waiver of a breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provision contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acknowledgement of order that shall constitute the entire contract between Buyer and Seller. Seller shall not be liable under any circumstances whatsoever for loss, damage or expense directly or indirectly arising from use of the material; nor shall Seller be liable for consequential or any other damages with respect to this purchase order. It is specifically agreed that any purchase order that may be issued by Buyer shall in no way constitute a modification hereof. All oral representations are merged herein and this constitutes the whole understanding of the parties.